

AGREEMENT

Agreement between the Technology Development Company Ltd. ("TDC") and Vladimir A. Sabetsky ("VAS") effective May 1, 2002, for the development and commercialization of certain technologies described in more detail below.

1. STRUCTURE

- (i) TDC and VAS agree to establish a holding company ("HC") in a jurisdiction TDC determines using its best judgment and after consulting independent tax advisors. Jurisdictions under current consideration are Switzerland, Holland, Bermuda, United States and Cyprus. Registration of HC will be done at the expense of TDC. ✓
- (ii) The purpose of HC is to hold the intellectual property rights and/or the shares of legal entities that may be established to implement and conduct the business relating to the technologies outlined in Article 4 below ("Technologies") or to conduct such businesses itself or in partnership with third parties, which partnerships are established pursuant to a contract(s). ✓
- (iii) VAS's initial contribution to the capital of HC shall be his title and right to use the intellectual property relating to Technologies, including all patents, know-how, specifications, research software, laboratory records and equipment. TDC's initial contribution to the capital of HC shall be its experience in financing, strategic planning and management of pharmaceutical technologies; access to and presentation of these technologies to the largest pharmaceutical companies; and the funding of the development of technologies to that stage where it is mutually agreed with VAS that the Technology(ies) are ready for presentation to a pharmaceutical company or an investor(s). ✓

2. SHAREHOLDING OF HC

- (i) The share ownership of HC shall be: TTDC (or a subsidiary or affiliate)- 75%; and VAS-25%. Any Russian federation approvals (including those of the Central Bank) for VAS to hold shares in HC or for any other purpose shall be the joint responsibility of TDC and VAS and shall be done at HC's expense.
- (ii) Both TDC and VAS would be equally diluted should HC sell shares to a new investor. To ensure that HC is receiving adequate value for its equity, any shareholder may choose one of the following accountancy firms to be appointed to review the price for any shares or equity being offered by the investor. The firms from which one may choose are: PricewaterhouseCoopers or Deloitte & Touche or Ernst & Young or KPMG or any other financial advisors/accounting firms unanimously agreed to by all the shareholders. The share value certified by such firm shall be binding on all shareholders for this limited purpose. HC shall pay for such valuation.

3. OPERATIONS OF HC/FUNDING/DIRECTORS

- (i) Financing sources (including loans) will be made available for the necessary funding of the operations of HC, its subsidiaries and affiliates for the development of Technologies or to meet the operating requirements of HC.
- (ii) TDC and VAS agree that they shall vote their respective shares in HC and exercise their influence so as to ensure that the Board of Directors of HC shall be comprised of three members, at least two of whom shall be nominees of TDC. As long as VAS owns at least 2% of the shares of HC, VAS shall have the right to be on HC's Board of Directors. Michael Onischenko will be the initial Chairman of HC. Vas shall be Executive Vice President of Research and Development and Chairman of the Scientific Advisory Board.
- (iii) From the effective date of this Agreement, VAS shall not enter into any material contracts that encumber the Technologies without first obtaining the written approval of TDC.
- (iv) VAS and TDC agree that each will continue to disclose to the other any and all material events, actual or contingent, which could affect either TDC's or VAS's rights or obligations under this Agreement in whole or in part.

4. TECHNOLOGIES

- (i) TDC and VAS agree to in good faith develop and market the Technologies. To accomplish such objective, for each Technology, a separate legal entity or entities may be established by HC in the appropriate jurisdiction(s). ✓
- (ii) "Technologies" for purposes of this Agreement are defined as (a) technologies used in gene and cell therapies (including the gene(s) and the cell(s)) to treat any disease; (b) micro-carriers and micro-spheres for all therapy areas; (c) micro-encapsulation technologies that may be applicable to items (a) and (b) just referenced; (d) micro-encapsulation technologies as they relate to the formulation and delivery of pharmaceutical preparations; and (e) all improvements relating to items (a) through (d) inclusive.

5. IMPROVEMENTS/RIGHT OF FIRST REFUSAL

- (i) All improvements (patentable, non-patentable, know-how) relating to the Technologies and any other technologies and improvements (patentable and non-patentable) to be developed by VAS after the date of this Agreement shall at all times be the property of HC or its subsidiary or affiliate.
- (ii) With respect to technologies developed by VAS that are not related to Technologies, HC or the appropriate subsidiary or affiliate will have a right of first refusal to an exclusive license or outright purchase of such technology or

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technologies, whether patentable, non-patentable or know-how. If HC decides not to commercialize such technology or technologies, then VAS shall be entitled to search for other sources to exploit the technology in question subject, however, to HC or the appropriate subsidiary or affiliate retaining at all times a non-exclusive right to a license on an arms-length basis.

6. COMPENSATION/RESPONSIBILITIES OF VAS

- (i) VAS shall use his best efforts and act in good faith with respect to the development of the Technologies or other technologies that may be acquired, developed, or managed by HC.
- (ii) VAS's compensation shall be US\$ 2,500 per month plus prior HC management approved out-of-pocket expenses for business trips and conferences that HC management has determined as beneficial to the company. When any one of the HC subsidiaries or affiliates exploiting any one of the Technologies becomes commercially profitable, VAS's compensation shall be increased to a level commensurate to his position. HC and VAS agree to negotiate in good faith the level of such compensation. If VAS and HC cannot agree, then a management compensation expert of international repute and acceptable to both parties shall be retained to determine the level of appropriate compensation. Such expert's conclusion shall be binding on HC and VAS.
- (iii) VAS agrees to sign an employment contract or contract of a similar nature whose substance and content are similar to those in Attachment A hereto. Initially such contract may be with TDC but at a later date will be assigned to HC.

7. GOVERNING LAW

The substantive law of the State of Delaware shall govern the determination of each party's rights under this Agreement.

8. AMENDMENTS

Any amendment to this Agreement to be legally binding on either party hereto must be set-out in a written instrument signed by both parties and witnessed.

9. SEVERABILITY

Should any provision in this Agreement be considered invalid or un-enforceable by any court of competent jurisdiction, the others shall remain in force and effect. However, should the provision deemed invalid or un-enforceable be so material to the intent and purpose of this Agreement and the projects contemplated thereby, then TDC and VAS shall in good faith review in what form, if any, the business relationship contemplated hereby is to continue.

10. ASSIGNMENT

Neither party hereto shall encumber or assign this Agreement, except to a subsidiary or affiliate or a controlling parent company, without the prior written approval of the other party, which shall not be unreasonably withheld. Provided further that the benefits of this Agreement shall flow to the heirs and valid assigns of either party hereto and each party hereto shall ensure that such heirs and assigns comply with the provisions of this Agreement.

11. ENTIRE AGREEMENT/LANGUAGE

This Agreement and any amendments set-out the entire agreement between the parties hereto and supercedes any prior written or oral commitments. In the event of a difference in the interpretation of any provision in the Agreement or an amendment thereto, the English language version shall govern.

12. NOTICES

All notices given by one party to the other shall be made by personal delivery, facsimile or e-mail. Notice shall be deemed to have been effectively given on the date of receipt.

Official notices shall be sent to the following addresses:

Technology Development
Company, Limited
c/o Capital and Commerce Int. Ltd.
5 Nikitski Pereulok
103009 Moscow, Russia
Tel: 7 (095) 721-1190
Fax: 7 (095) 721-1189

Vladimir A. Sabetsky
Russia, St.Petersburg
Piskarevsky prosp., 10/320
tel.: 7-812-5412207
Passport № 40 99 161942
Issued June 15, 1999

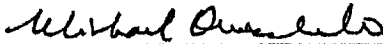
13. TERMINATION/TECHNOLOGIES OWNERSHIP

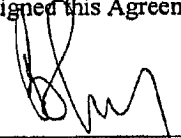
- (i) TDC and VAS shall every six month period agree to a strategic and development plan and the required funding. The first such plan is attached hereto as Attachment B. Prior to November 30th, a revised plan shall be agreed for the next 6 month period. Such process shall be repeated during the term of this Agreement.
- (ii) Should at any time during the term of this Agreement TDC fail to fund the strategic and development plan, then VAS at his option may give a sixty (60) day notice of termination. If during such sixty (60) notice TDC cures the breach by meeting its funding obligations, this Agreement shall remain in force and effect. If the breach is not cured, then this Agreement is terminated upon the expiration of the sixty (60) day notice period. TDC may likewise

terminate this Agreement if the parties hereto cannot agree on a strategic and development plan.

- (iii) In the event this Agreement is terminated for breach on the part of TDC, all intellectual property right relating to the Technologies shall revert to VAS or his designee and TDC shall take all reasonable steps to effectuate such transfer of title, the cost to be paid by TDC.

IN WITNESS THEREOF the parties hereto have signed this Agreement in four originals: two in Russian and two in English.


Michael Onischenko, Director


Vladimir A. Sabetsky

CONSULTANCY/ PROPRIETARY INFORMATION/
INVENTION AGREEMENT

Effective as of 1 May 2002, in consideration of my consultancy or continued consultancy to the holding company (including by its subsidiaries or affiliates hereafter collectively the holding company "HC"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. Recognition of HC Rights. Nondisclosure. At all times during the time of my consultancy or future employment and thereafter, I will hold in strictest confidence and will not disclose or use any of Proprietary Information (defined below in this Article 1), except as such disclosure or use may be required in connection with my work for HC, or unless an officer of HC expressly authorizes in writing such disclosure or use. I assign to HC any rights that I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the exclusive property of HC and its assigns, and that HC and its assigns shall be the sole owner(s) of all patents, know-how, drawings, trademarks and copyrights and any other rights in connection therewith.

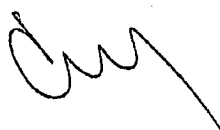
I understand that HC possesses and will continue to possess information; (i) that has been created, discovered, developed, or otherwise become known to HC (including without limitation information created, discovered, developed or made known by me arising out of my consultancy or employment by HC); or (ii) in which intellectual property rights have been assigned or otherwise conveyed to HC by another entity, which information has commercial value in the business in which is HC engaged and is treated by HC as confidential. All such information is hereafter referred to as "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes: (a) inventions, developments, designs, improvements, applications, trade secrets, formulae, know-how, methods or processes aimed at design and production of cells and genes for use in cell and gene therapies as well as micro-carriers and micro-spheres, including technologies relating to the delivery of pharmaceutical preparations (collectively "Inventions") and (b) plans for research, development, new products, marketing and selling; information regarding business plans, budgets and unpublished financial statements; licenses; prices and costs; information concerning suppliers and customers; and information regarding the skills and compensations of other employees of HC.

I understand, in addition, that HC has received and in the future will receive from third parties confidential or proprietary information ("Third-Party Information") subject to a duty on HC's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of any consultancy or future employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose or use Third Party Information except as permitted by the agreement between HC and such third party, unless expressly authorized in writing to act otherwise by an officer of HC;

2. Assignment of Proprietary Rights. I hereby assign to HC all my right, title and interest in and to any and all "Technologies" in accordance with the provisions of Article 4(ii) of the document between the parties titled "Agreement" and effective 1 May 2002, whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others during the period of my consultancy or future employment with HC. I agree that all such Technologies, except as otherwise provided in the Agreement, are the exclusive property of HC.

I also assign to (or as directed by HC) all my right, title and interest in and to any and all Technologies, full title to which is required to be in a sovereign entity by a contract between HC and the sovereign entity or any of its agencies. Technologies assigned to (or as directed by HC) by this Article 2 are hereafter referred to as "HC Inventions."

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CONSULTANCY/ PROPRIETARY INFORMATION/
INVENTION AGREEMENT

Effective as of 1 May 2002, in consideration of my consultancy or continued consultancy to the holding company (including by its subsidiaries or affiliates hereafter collectively the holding company "HC"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. **Recognition of HC Rights. Nondisclosure.** At all times during the time of my consultancy or future employment and thereafter, I will hold in strictest confidence and will not disclose or use any of Proprietary Information (defined below in this Article 1), except as such disclosure or use may be required in connection with my work for HC, or unless an officer of HC expressly authorizes in writing such disclosure or use. I assign to HC any rights that I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the exclusive property of HC and its assigns, and that HC and its assigns shall be the sole owner(s) of all patents, know-how, drawings, trademarks and copyrights and any other rights in connection therewith.

I understand that HC possesses and will continue to possess information; (i) that has been created, discovered, developed, or otherwise become known to HC (including without limitation information created, discovered, developed or made known by me arising out of my consultancy or employment by HC); or (ii) in which intellectual property rights have been assigned or otherwise conveyed to HC by another entity, which information has commercial value in the business in which is HC engaged and is treated by HC as confidential. All such information is hereafter referred to as "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes: (a) inventions, developments, designs, improvements, applications, trade secrets, formulae, know-how, methods or processes aimed at design and production of cells and genes for use in cell and gene therapies as well as micro-carriers and micro-spheres, including technologies relating to the delivery of pharmaceutical preparations (collectively "Inventions") and (b) plans for research, development, new products, marketing and selling; information regarding business plans, budgets and unpublished financial statements; licenses; prices and costs; information concerning suppliers and customers; and information regarding the skills and compensations of other employees of HC.

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2. **Assignment of Proprietary Rights.** I hereby assign to HC all my right, title and interest in and to any and all "Technologies" in accordance with the provisions of Article 4(ii) of the document between the parties titled "Agreement" and effective 1 May 2002, whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others during the period of my consultancy or future employment with HC. I agree that all such Technologies, except as otherwise provided in the Agreement, are the exclusive property of HC.

I also assign to (or as directed by HC) all my right, title and interest in and to any and all Technologies, full title to which is required to be in a sovereign entity by a contract between HC and the sovereign entity or any of its agencies. Technologies assigned to (or as directed by HC) by this Article 2 are hereafter referred to as "HC Inventions."

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3. Enforcement of Proprietary Rights. I will assist HC in every way to obtain and from time to time enforce the intellectual property rights relating to Technologies in all countries, as directed by HC. To that end, I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as HC may reasonably request. In addition, I will execute, verify and deliver assignments of Technologies to HC or its designee. My obligation to assist HC in obtaining and enforcing the intellectual property rights relating to Technologies in any and all countries shall continue beyond the termination of my consultancy or future employment, but HC shall compensate me at a reasonable rate after my termination for the time actually spent by me at the request of HC in rendering such assistance.

In the event HC is unable, after reasonable effort, to secure my signature on any document needed to apply for or prosecute any Technology, I hereby irrevocably designate and appoint HC and its duly authorized officers and agents as my agent and attorney in fact to act for and on my behalf to execute, verify and file any such applications and to do all other lawfully permitted acts to further the prosecution of Technologies with the same legal force and effect as if executed by me.

4. Obligation to Keep HC Informed. During the period of my consultancy or future employment, I will disclose to HC promptly, fully and in writing any and all Technologies in accordance with the provisions of Article 4(ii) of the Agreement. In addition, if my consultancy or future employment is terminated, I will disclose all patent applications filed by me within a year after termination of association. I agree that any patent application filed within a year after termination of my association shall be presumed to relate to a Technology invented during the term of my association unless I can sustain the burden of proving the contrary. I understand that HC will keep in confidence and will not disclose to third parties without my written consent any Proprietary Information disclosed in writing to HC pursuant to this Article 4.

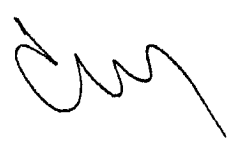
5. Non-solicitation. During the period of my association and for the period ending two (2) years after the date of termination of my association by HC, if any, I will not (i) induce any employee of HC to leave the employ of HC or (ii) solicit the business of any client or customer of HC (other than on behalf of HC).

6. No Conflicting Obligation. I represent that my performance of all the terms of this agreement and as a consultant or an employee of HC does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my association with HC. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

7. Effect of Termination. If I leave the employ of HC or sever my consultancy relationship, I will deliver to HC any and all drawings, notes, memoranda, specifications, devices, documents, together with all copies thereof, and any other material containing or disclosing any Technologies, HC Inventions, Third-Party Information or Proprietary Information.

8. Legal and Equitable Remedies. Because my services are personal and unique and because I may have access to and become acquainted with Proprietary Information, HC shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable remedy without prejudice to any other rights and remedies that HC may have for breach of this agreement.

9. Compensation. I agree that my compensation shall be US\$ 2,500 per month plus prior management approved expenses for business trips and conferences that are determined to be

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beneficial to HC. Such monthly compensation shall be increased in accordance with the provisions of Article 6(ii) of the Agreement.

10. Term/Termination. The term of this agreement shall be continuous. This agreement may be terminated by either party upon thirty days prior written notice upon the breach of any of its provisions or the provisions of the Agreement. Termination shall be effective upon the expiration of the thirty day notice provision should the breach not have been corrected to the reasonable satisfaction of the party giving notice of termination.

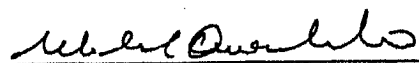
11. Miscellaneous. I agree that with respect to the subject matter herein, this agreement and the Agreement constitute my entire agreement with HC, superseding any previous oral or written communications, representations, understandings, or agreements with HC or any officer or representative thereof. This agreement shall inure to the benefit of the successors and assigns of HC. To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence hereof shall be found to be illegal or unenforceable for any reason, such agreement, word, phrase, clause, or sentence shall be modified or deleted in such a manner so as to make this agreement, as modified, legal and enforceable under applicable laws. This agreement shall be governed by the laws of the State of Delaware, as those laws are applied by the courts of such State to contracts between Delaware residents made and to be performed within the State of Delaware, which state shall have jurisdiction of the subject matter hereof. This agreement may not be changed, modified, released, discharged, abandoned, or otherwise amended, in whole or in part, except by an instrument in writing signed by HC and me.

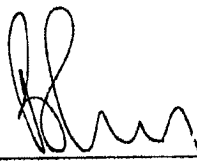
12. Notices. All notices given by one party to the other shall be made by personal delivery or fax or e-mail. Notice shall be deemed to have been effectively given on the date of receipt.

The Technology Development
Company, Limited
5 Nikitsky Pereulok 6th Floor
103009 Moscow, Russia
Tel: 7-095-721-1190
Fax: 7-095-721-1189
e-mail: legal@ttdc.net

Vladimir A. Sabetsky

AGREED AND ACCEPTED:


The Technology Development Company


Vladimir A. Sabetsky

ASSIGNMENT

THIS ASSIGNMENT, made by **The Technology Development Company Ltd.**, a Bermuda corporation, having its principal place of business at Reid House, 31 Church Street, Hamilton HM 12, Bermuda, hereinafter referred to as Assignor;

WITNESSETH: That,

WHEREAS, Assignor has previously acquired right, title, and interest in and to the patent and/or patent applications identified on the attached Schedule and in and to all corresponding patents and/or patent applications worldwide, and in and to the inventions represented thereby (all hereinafter referred to as the "Patents"); and,

WHEREAS **TDC BIO S.à.r.l.**, a Luxembourg corporation, having its principal place of business at 12-14, rue Léon Thyès, L-2636, Luxembourg, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title, and interest in and to said Patents and in and to the inventions represented thereby; and

WHEREAS, the parties have agreed to the Assignment hereinafter set forth;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above Assignor has sold and by these presents does hereby sell, assign, transfer, and convey unto the said Assignee, its successors and assigns, its entire right, title, and interest in and to said Patents and the inventions represented thereby, and any and all continuations, continuations-in-part, or divisions thereof, and any and all Letters Patent or reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim priority in all foreign countries in accordance with the International Convention; all rights corresponding to said Patents in foreign countries throughout the world; and all of its rights to sue for past infringement of said Patents worldwide, together with all claims for damage by reason of past infringement of said Patents, with the right to sue for, and collect the same for Assignee's own use and enjoyment; all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this 21 day of September, 2005.

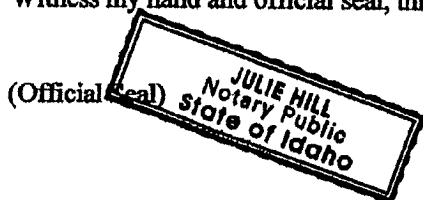
THE TECHNOLOGY DEVELOPMENT COMPANY, LTD.

By: Thomas A. De Shazo (SEAL)
Thomas A. De Shazo
Its: Director and President

STATE OF Idaho
COUNTY OF Ada

I, Julie Hill, a Notary Public for said County and State, do hereby certify that Thomas A De Shazo, personally came before me this day and acknowledged that he is Director and President of The Technology Development Company, Ltd. and acknowledged, on behalf of The Technology Development Company, Ltd., the due execution of the foregoing instrument.

Witness my hand and official seal, this the 21ST day of September, 2005.



Julie Hill
Notary Public

My commission expires: 07/26/2006

SCHEDULE OF PATENT APPLICATIONS ASSIGNED

<u>Country or Entity of Application</u>	<u>Application No.</u>	<u>Title</u>	<u>Filing Date or National Stage Entry Date</u>
United States	60/451,245	Biocompatible Implant And Method For Manufacturing Thereof	March 4, 2003
United States	60/469,017	Novel Delivery System For Drug And Cell Therapy	May 9, 2003
United States	60/495,097	Novel Delivery System For Drug And Cell Therapy	August 15, 2003
United States	60/467,601	Novel Delivery System For Drug And Cell Therapy	May 5, 2003
Argentina	40100691	Delivery System For Drug And Cell Therapy	March 4, 2004
Chile	440-2004	Delivery System For Drug And Cell Therapy	March 4, 2004
Patent Cooperation Treaty	PCT/IB2004/000961	Delivery System For Drug And Cell Therapy	March 4, 2004
Taiwan	93105776	Delivery System For Drug And Cell Therapy	March 4, 2004
Malaysia	PI20040746	Delivery System For Drug And Cell Therapy	March 4, 2004
Thailand	89197	Delivery System For Drug And Cell Therapy	March 4, 2004
Japan	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	September 5, 2005
Brazil	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	September 5, 2005
Mexico	PA/A/2005/009494	Delivery System For Drug And Cell Therapy	September 5, 2005
Canada	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	September 5, 2005
United States	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	September 2, 2005
South Korea	10-2005-7016543	Delivery System For Drug And Cell Therapy	September 5, 2005
Israel	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	September 5, 2005
Singapore	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	September 5, 2005
Indonesia	WOO 2005 02375	Delivery System For Drug And Cell Therapy	September 5, 2005
Patent Cooperation Treaty	PCT/IB2004/000984	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	March 4, 2004
European Patent Convention	4251251.7	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	March 4, 2004
United States	10/792,383	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	March 4, 2004
Hong Kong	5102000.9	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	March 8, 2005

SCHEDULE OF PATENT APPLICATIONS ASSIGNED (CONT.)

<u>Country or Entity of Application</u>	<u>Application No.</u>	<u>Title</u>	<u>Filing Date or National Stage Entry Date</u>
Canada	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Brazil	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Japan	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Israel	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Singapore	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Indonesia	WOO 2005 02377	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
South Korea	10-2005-7016544	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Mexico	PA/A/2005/009495	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Patent Cooperation Treaty	PCT/IB2004/000933	Oral Insulin Composition And Methods Of Making And Using Thereof	March 4, 2004
European Patent Convention	4251253.3	Oral Insulin Composition And Methods Of Making And Using Thereof	March 4, 2004
United States	10/792,376	Oral Insulin Composition And Methods Of Making And Using Thereof	March 4, 2004
Hong Kong	4251253.3*	Oral Insulin Composition And Methods Of Making And Using Thereof	March 8, 2004
Japan	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Canada	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Brazil	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005

SCHEDULE OF PATENT APPLICATIONS ASSIGNED (CONT.)

<u>Country or Entity of Application</u>	<u>Application No.</u>	<u>Title</u>	<u>Filing Date or National Stage Entry Date</u>
Mexico	PA/A/2005/009493	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
South Korea	10-2005-7016506	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Israel	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Singapore	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Indonesia	WOO 2005 02376	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
United States	60/563,474	Tissue Enhancement Implant And Method	April 20, 2004
Patent Cooperation Treaty	PCT/RU2005/000217	Tissue Enhancement Implant And Method	April 5, 2005
Argentina	05 01 01565	Tissue Enhancement Implant And Method	April 20, 2005
Chile	906-2005	Tissue Enhancement Implant And Method	April 20, 2005
Malaysia	PI20051736	Tissue Enhancement Implant And Method	April 19, 2005
Thailand	99669	Tissue Enhancement Implant And Method	April 19, 2005
United States	11/110,282	Tissue Enhancement Implant And Method	April 20, 2005
Taiwan	94112324	Tissue Enhancement Implant And Method	April 18, 2005

* Country-specific national phase entry application number is not yet available.

ASSIGNMENT

THIS ASSIGNMENT, made by **TTDC BIO S.à.r.l.**, a Luxembourg corporation, having its principal place of business at 12-14 rue Léon Thyès, L-2636, Luxembourg, hereinafter referred to as Assignor;

WITNESSETH: That,


WHEREAS, Assignor has previously acquired right, title, and interest in and to the patent and/or patent applications identified on the attached Schedule and in and to all corresponding patents and/or patent applications worldwide, and in and to the inventions represented thereby (all hereinafter referred to as the "Patents"); and,

WHEREAS **TTDC BIO L.P.**, a Delaware limited partnership, at the address c/o **TTDC BIO S.à.r.l.**, 12-14, rue Léon Thyès, L-2636, Luxembourg, is desirous of acquiring 99% of the right, title, and interest in and to said Patents and in and to the inventions represented thereby; and

WHEREAS **TTDC BIO US LLC**, a Delaware limited liability company, at the address c/o **TTDC BIO S.à.r.l.**, 12-14, rue Léon Thyès, L-2636, Luxembourg, is desirous of acquiring 1% of the right, title and interest in and to said Patents and in and to the inventions represented thereby; and

WHEREAS, the parties have agreed to the Assignment hereinafter set forth;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above Assignor has sold and by these presents does hereby sell, assign, transfer, and convey unto **TTDC BIO L.P.**, its successors and assigns, 99% of its right, title, and interest in and to said Patents and the inventions represented thereby, and any and all continuations, continuations-in-part, or divisions thereof, and any and all Letters Patent or reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim priority in all foreign countries in accordance with the International Convention; 99% of its rights corresponding to said Patents in foreign countries throughout the world; 99% of its rights to sue for past infringement of said Patents worldwide, together with all claims for damage by reason of past



infringement of said Patents, with the right to sue for, and collect the same for **TTDC BIO L.P.**'s own use and enjoyment; all to be held and enjoyed by **TTDC BIO L.P.**, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and .

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above Assignor has sold and by these presents does hereby sell, assign, transfer, and convey unto **TTDC BIO US LLC**, its successors and assigns, 1% of its interest in and to said Patents and the inventions represented thereby, and any and all continuations, continuations-in-part, or divisions thereof, and any and all Letters Patent or reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted; 1% of its rights corresponding to said Patents in foreign countries throughout the world; and 1% of its rights to sue for past infringement of said Patents worldwide, together with all claims for damage by reason of past infringement of said Patents, with the right to sue for, and collect the same for **TTDC BIO US LLC**'s own use and enjoyment; all to be held and enjoyed by **TTDC BIO US LLC** its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made,

From time to time after the date hereof, at the request of any party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.



TTDC BIO S.A.R.L.

Witness

Witness

- 3 -

SCHEDULE OF PATENT APPLICATIONS ASSIGNED

Country or Entity of Application	Application No.	Title	Filing Date or National Stage Entry Date
United States	60/451,245	Biocompatible Implant And Method For Manufacturing Thereof	March 4, 2003
United States	60/467,601	Novel Delivery System For Drug And Cell Therapy	May 5, 2003
United States	60/469,017	Novel Delivery System For Drug And Cell Therapy	May 9, 2003
United States	60/495,097	Novel Delivery System For Drug And Cell Therapy	August 15, 2003
Argentina	40100691	Delivery System For Drug And Cell Therapy	March 4, 2004
Chile	440-2004	Delivery System For Drug And Cell Therapy	March 4, 2004
Malaysia	PI20040746	Delivery System For Drug And Cell Therapy	March 4, 2004
Patent Cooperation Treaty	PCT/IB2004/000961	Delivery System For Drug And Cell Therapy	March 4, 2004
Taiwan	93105776	Delivery System For Drug And Cell Therapy	March 4, 2004
Thailand	89197	Delivery System For Drug And Cell Therapy	March 4, 2004
United States	10/548,213	Delivery System For Drug And Cell Therapy	September 2, 2005
Brazil	PI0408105-6	Delivery System For Drug And Cell Therapy	September 5, 2005
Indonesia	WOO 2005 02375	Delivery System For Drug And Cell Therapy	September 5, 2005
Israel	170660	Delivery System For Drug And Cell Therapy	September 5, 2005
Japan	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	September 5, 2005
Mexico	PA/A/2005/009494	Delivery System For Drug And Cell Therapy	September 5, 2005
Singapore	200505686-6	Delivery System For Drug And Cell Therapy	September 5, 2005
South Korea	10-2005-7016543	Delivery System For Drug And Cell Therapy	September 5, 2005
Canada	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	September 6, 2005
Australia	2004216909	Delivery System For Drug And Cell Therapy	September 30, 2005
European Patent Convention	4717199.6	Delivery System For Drug And Cell Therapy	September 30, 2005
India	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	October 3, 2005
Norway	20054534	Delivery System For Drug And Cell Therapy	October 3, 2005
Philippines	None	Delivery System For Drug And Cell Therapy	October 3, 2005
Vietnam	1-2005-01447	Delivery System For Drug And Cell Therapy	October 3, 2005
Columbia	5100645	Delivery System For Drug And Cell Therapy	October 4, 2005
New Zealand	542793	Delivery System For Drug And Cell Therapy	October 4, 2005

SCHEDULE OF PATENT APPLICATIONS ASSIGNED (CONT.)

Country or Entity of Application	Application No.	Title	Filing Date or National Stage Entry Date
South Africa	2005/08022	Delivery System For Drug And Cell Therapy	October 4, 2005
China P.R.	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	October 8, 2005
Ecuador	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	by October 4, 2005**
Eurasian Patent Office	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	by October 4, 2005**
Ukraine	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	by October 4, 2005**
European Patent Convention	4251251.7	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	March 4, 2004
Patent Cooperation Treaty	PCT/IB2004/000984	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	March 4, 2004
United States	10/792,383	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	March 4, 2004
Hong Kong	5102000.9	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	March 8, 2005
Brazil	PI0408100-5	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Indonesia	WOO 2005 02377	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Israel	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Japan	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Mexico	PA/A/2005/009495	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Singapore	200505687-4	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
South Korea	10-2005-7016544	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005

SCHEDULE OF PATENT APPLICATIONS ASSIGNED (CONT.)

Country or Entity of Application	Application No.	Title	Filing Date or National Stage Entry Date
Canada	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 6, 2005
Australia	2004216911	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 30, 2005
India	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	October 3, 2005
Norway	20054539	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	October 3, 2005
Philippines	None	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	October 3, 2005
Vietnam	1-2005-01445	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	October 3, 2005
Columbia	5100609	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	October 4, 2005
New Zealand	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	October 4, 2005
China P.R.	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	October 8, 2005
Ecuador	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	by October 4, 2005**
Eurasian Patent Office	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	by October 4, 2005**
Ukraine	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	by October 4, 2005**
South Africa	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	October 4, 2005
European Patent Convention	4251253.3	Oral Insulin Composition And Methods Of Making And Using Thereof	March 4, 2004

SCHEDULE OF PATENT APPLICATIONS ASSIGNED (CONT.)

Country or Entity of Application	Application No.	Title	Filing Date or National Stage Entry Date
Patent Cooperation Treaty	PCT/IB2004/000933	Oral Insulin Composition And Methods Of Making And Using Thereof	March 4, 2004
United States	10/792,376	Oral Insulin Composition And Methods Of Making And Using Thereof	March 4, 2004
Hong Kong	4251253.3**	Oral Insulin Composition And Methods Of Making And Using Thereof	March 8, 2004
Brazil	PI0408097-1	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Indonesia	WOO 2005 02376	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Israel	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Japan	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Mexico	PA/A/2005/009493	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Singapore	200505693-2	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
South Korea	10-2005-7016506	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Canada	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	September 6, 2005
Australia	2004216908	Oral Insulin Composition And Methods Of Making And Using Thereof	September 30, 2005
India	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	October 3, 2005
Norway	20054533	Oral Insulin Composition And Methods Of Making And Using Thereof	October 3, 2005

SCHEDULE OF PATENT APPLICATIONS ASSIGNED (CONT.)

Country or Entity of Application	Application No.	Title	Filing Date or National Stage Entry Date
Philippines	None	Oral Insulin Composition And Methods Of Making And Using Thereof	October 3, 2005
Vietnam	1-2005-01446	Oral Insulin Composition And Methods Of Making And Using Thereof	October 3, 2005
Columbia	5100610	Oral Insulin Composition And Methods Of Making And Using Thereof	October 4, 2005
New Zealand	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	October 4, 2005
China P.R.	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	October 8, 2005
Ecuador	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	by October 4, 2005**
Eurasian Patent Office	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	by October 4, 2005**
Ukraine	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	by October 4, 2005**
South Africa	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof?	October 4, 2005
United States	60/563,474	Tissue Enhancement Implant And Method	April 20, 2004
Patent Cooperation Treaty	PCT/RU2005/000217	Tissue Enhancement Implant And Method	April 5, 2005
Taiwan	94112324	Tissue Enhancement Implant And Method	April 18, 2005
Malaysia	P120051736	Tissue Enhancement Implant And Method	April 19, 2005
Thailand	99669	Tissue Enhancement Implant And Method	April 19, 2005
Argentina	05 01 01565	Tissue Enhancement Implant And Method	April 20, 2005
Chile	906-2005	Tissue Enhancement Implant And Method	April 20, 2005
United States	11/110,282	Tissue Enhancement Implant And Method	April 20, 2005

* Country-specific national phase entry application number is not yet available.

** Official date of entry into national phase is not yet available.

ASSIGNMENT

THIS ASSIGNMENT, made by **TTDC BIO US LLC**, a Delaware limited liability company, located at c/o TTDC BIO S.à.r.l., 12-14, rue Léon Thyès, L-2636, Luxembourg, hereinafter referred to as Assignor;

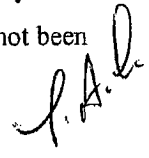
WITNESSETH: That,

WHEREAS, Assignor has previously acquired right, title, and interest in and to the patent and/or patent applications identified on the attached Schedule and in and to all corresponding patents and/or patent applications worldwide, and in and to the inventions represented thereby (all hereinafter referred to as the "Patents"); and,

WHEREAS **TTDC BIO L.P.**, a Delaware limited partnership, located at c/o TTDC BIO S.à.r.l., 12-14, rue Léon Thyès, L-2636, Luxembourg, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title, and interest in and to said Patents and in and to the inventions represented thereby; and

WHEREAS, the parties have agreed to the Assignment hereinafter set forth;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above Assignor has sold and by these presents does hereby sell, assign, transfer, and convey unto the said Assignee, its successors and assigns, its entire right, title, and interest in and to said Patents and the inventions represented thereby, and any and all continuations, continuations-in-part, or divisions thereof, and any and all Letters Patent or reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim priority in all foreign countries in accordance with the International Convention; all its rights corresponding to said Patents in foreign countries throughout the world; and all of its rights to sue for past infringement of said Patents worldwide, together with all claims for damage by reason of past infringement of said Patents, with the right to sue for, and collect the same for Assignee's own use and enjoyment; all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.



From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this 18
day of NOVEMBER, 2005.

TTDC BIO US LLC

By: Thomas A. De Shazo (SEAL)
Thomas A. De Shazo
Its: Director and President

State of _____)
County of _____)

I, _____, a Notary Public for said County and State, do hereby certify that Thomas A. De Shazo personally appeared before me this day and acknowledged that he is the president of the corporation and executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Witness my hand and official seal, this the _____ day of _____, 2005.

(Official Seal)

Notary Public

My commission expires _____

SCHEDULE OF PATENT APPLICATIONS ASSIGNED

<u>Country or Entity of Application</u>	<u>Application No.</u>	<u>Title</u>	<u>Filing Date or National Stage Entry Date</u>
United States	60/451,245	Biocompatible Implant And Method For Manufacturing Thereof	March 4, 2003
United States	60/467,601	Novel Delivery System For Drug And Cell Therapy	May 5, 2003
United States	60/469,017	Novel Delivery System For Drug And Cell Therapy	May 9, 2003
United States	60/495,097	Novel Delivery System For Drug And Cell Therapy	August 15, 2003
Argentina	40100691	Delivery System For Drug And Cell Therapy	March 4, 2004
Chile	440-2004	Delivery System For Drug And Cell Therapy	March 4, 2004
Malaysia	PI20040746	Delivery System For Drug And Cell Therapy	March 4, 2004
Patent Cooperation Treaty	PCT/IB2004/000961	Delivery System For Drug And Cell Therapy	March 4, 2004
Taiwan	93105776	Delivery System For Drug And Cell Therapy	March 4, 2004
Thailand	89197	Delivery System For Drug And Cell Therapy	March 4, 2004
United States	10/548,213	Delivery System For Drug And Cell Therapy	September 2, 2005
Brazil	PI0408105-6	Delivery System For Drug And Cell Therapy	September 5, 2005
Indonesia	WOO 2005 02375	Delivery System For Drug And Cell Therapy	September 5, 2005
Israel	170660	Delivery System For Drug And Cell Therapy	September 5, 2005
Japan	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	September 5, 2005
Mexico	PA/A/2005/009494	Delivery System For Drug And Cell Therapy	September 5, 2005
Singapore	200505686-6	Delivery System For Drug And Cell Therapy	September 5, 2005
South Korea	10-2005-7016543	Delivery System For Drug And Cell Therapy	September 5, 2005
Canada	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	September 6, 2005
Australia	2004216909	Delivery System For Drug And Cell Therapy	September 30, 2005
European Patent Convention	4717199.6	Delivery System For Drug And Cell Therapy	September 30, 2005
India	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	October 3, 2005
Norway	20054534	Delivery System For Drug And Cell Therapy	October 3, 2005
Philippines	None	Delivery System For Drug And Cell Therapy	October 3, 2005
Vietnam	1-2005-01447	Delivery System For Drug And Cell Therapy	October 3, 2005
Columbia	5100645	Delivery System For Drug And Cell Therapy	October 4, 2005
New Zealand	542793	Delivery System For Drug And Cell Therapy	October 4, 2005

SCHEDULE OF PATENT APPLICATIONS ASSIGNED (CONT.)

<u>Country or Entity of Application</u>	<u>Application No.</u>	<u>Title</u>	<u>Filing Date or National Stage Entry Date</u>
South Africa	2005/08022	Delivery System For Drug And Cell Therapy	October 4, 2005
China P.R.	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	October 8, 2005
Ecuador	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	by October 4, 2005**
Eurasian Patent Office	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	by October 4, 2005**
Ukraine	PCT/IB2004/000961*	Delivery System For Drug And Cell Therapy	by October 4, 2005**
European Patent Convention	4251251.7	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	March 4, 2004
Patent Cooperation Treaty	PCT/IB2004/000984	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	March 4, 2004
United States	10/792,383	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	March 4, 2004
Hong Kong	5102000.9	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	March 8, 2005
Brazil	PI0408100-5	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Indonesia	WOO 2005 02377	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Israel	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Japan	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Mexico	PA/A/2005/009495	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Singapore	200505687-4	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
South Korea	10-2005-7016544	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005

J. A. D.

SCHEDULE OF PATENT APPLICATIONS ASSIGNED (CONT.)

<u>Country or Entity of Application</u>	<u>Application No.</u>	<u>Title</u>	<u>Filing Date or National Stage Entry Date</u>
Canada	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 6, 2005
Australia	2004216911	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	September 30, 2005
India	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	October 3, 2005
Norway	20054539	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	October 3, 2005
Philippines	None	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	October 3, 2005
Vietnam	1-2005-01445	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	October 3, 2005
Columbia	5100609	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	October 4, 2005
New Zealand	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	October 4, 2005
China P.R.	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	October 8, 2005
Ecuador	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	by October 4, 2005**
Eurasian Patent Office	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	by October 4, 2005**
Ukraine	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	by October 4, 2005**
South Africa	PCT/IB2004/000984*	Long Acting Injectable Insulin Composition And Methods Of Making And Using Thereof	October 4, 2005
European Patent Convention	4251253.3	Oral Insulin Composition And Methods Of Making And Using Thereof	March 4, 2004

J.A.D.

SCHEDULE OF PATENT APPLICATIONS ASSIGNED (CONT.)

<u>Country or Entity of Application</u>	<u>Application No.</u>	<u>Title</u>	<u>Filing Date or National Stage Entry Date</u>
Patent Cooperation Treaty	PCT/IB2004/000933	Oral Insulin Composition And Methods Of Making And Using Thereof	March 4, 2004
United States	10/792,376	Oral Insulin Composition And Methods Of Making And Using Thereof	March 4, 2004
Hong Kong	4251253.3**	Oral Insulin Composition And Methods Of Making And Using Thereof	March 8, 2004
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Indonesia	WOO 2005 02376	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Israel	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Japan	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Mexico	PA/A/2005/009493	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Singapore	200505693-2	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
South Korea	10-2005-7016506	Oral Insulin Composition And Methods Of Making And Using Thereof	September 5, 2005
Canada	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	September 6, 2005
Australia	2004216908	Oral Insulin Composition And Methods Of Making And Using Thereof	September 30, 2005
India	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	October 3, 2005
Norway	20054533	Oral Insulin Composition And Methods Of Making And Using Thereof	October 3, 2005

J.A.D.

SCHEDULE OF PATENT APPLICATIONS ASSIGNED (CONT.)

<u>Country or Entity of Application</u>	<u>Application No.</u>	<u>Title</u>	<u>Filing Date or National Stage Entry Date</u>
Philippines	None	Oral Insulin Composition And Methods Of Making And Using Thereof	October 3, 2005
Vietnam	1-2005-01446	Oral Insulin Composition And Methods Of Making And Using Thereof	October 3, 2005
Columbia	5100610	Oral Insulin Composition And Methods Of Making And Using Thereof	October 4, 2005
New Zealand	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	October 4, 2005
China P.R.	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	October 8, 2005
Ecuador	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	by October 4, 2005**
Eurasian Patent Office	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	by October 4, 2005**
Ukraine	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof	by October 4, 2005**
South Africa	PCT/IB2004/000933*	Oral Insulin Composition And Methods Of Making And Using Thereof?	October 4, 2005
United States	60/563,474	Tissue Enhancement Implant And Method	April 20, 2004
Patent Cooperation Treaty	PCT/RU2005/000217	Tissue Enhancement Implant And Method	April 5, 2005
Taiwan	94112324	Tissue Enhancement Implant And Method	April 18, 2005
Malaysia	P120051736	Tissue Enhancement Implant And Method	April 19, 2005
Thailand	99669	Tissue Enhancement Implant And Method	April 19, 2005
Argentina	05 01 01565	Tissue Enhancement Implant And Method	April 20, 2005
Chile	906-2005	Tissue Enhancement Implant And Method	April 20, 2005
United States	11/110,282	Tissue Enhancement Implant And Method	April 20, 2005

* Country-specific national phase entry application number is not yet available.

** Official date of entry into national phase is not yet available.

J. A. D.

**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 07, 2005

PTAS

700216259A

ALSTON & BIRD LLP
BANK OF AMERICA PLAZA
101 SOUTH TRYON STREET, SUITE 4000
CHARLOTT, NC 28280-4000

700216259A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

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RECORDATION DATE: 10/07/2005

REEL/FRAME: 016859/0730
NUMBER OF PAGES: 3

BRIEF: CORRECTION OF PREVIOUSLY RECORDED ASSIGNMENT AT REEL 016616,
FRAME 0056 TO CORRECT APPLICATION NUMBER

ASSIGNOR:

SABETSKY, VLADIMIR

DOC DATE: 02/19/2004

ASSIGNEE:

THE TECHNOLOGY DEVELOPMENT
CORPORATION LTD. (TTDC)
31 CHURCH STREET
REID HOUSE
HAMILTON HM FX, BERMUDA

SERIAL NUMBER: 60467601

FILING DATE: 05/05/2003

PATENT NUMBER:

ISSUE DATE:

TITLE: NOVEL DELIVERY SYSTEM FOR DRUG AND CELL THERAPY

016859/0730 PAGE 2

SHARON BROOKS, EXAMINER
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10/07/2005
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To the Director of the Patent and Trademark Office:

Please record the attached documents or the new address(es) below.

Attorney Dkt. No.: 049934.289924

1. Name of conveying party(ies)

Vladimir Sabetsky

Additional name(s) of conveying party(ies) attached? Yes ☐ No ☒

2. Name and address of receiving party(ies):

The Technology Development Corporation Ltd. (TTDC)
Reid House
31 Church Street
Hamilton HM FX
BermudaAdditional name(s) & address(es) attached? Yes ☐ No ☒

3. Nature of conveyance/ Execution Date(s):

Execution Date(s) February 19, 2004:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other: Correction of previously recorded
Assignment at Reel 016616, Frame 0056 to
correct Application Number

4. Application or patent number(s):

A. Patent Application No.(s) 60/467,601

B. Patent No.(s)

☐ This document is being filed together with a new application.Additional numbers attached? Yes ☐ No ☒

5. Name and address of party to whom correspondence concerning document should be mailed:

ALSTON & BIRD LLP
Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, NC 28280-4000

6. Total number of applications and patents involved:

17. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account
☐ None required (government interest not affecting title)

8. Deposit account number: 16-0605

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9. Statement and signature: To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Cynthia V. Hall
Name of Person Signing: Cynthia V. Hall
Reg. No. 56,34410/7/2005
DateTotal number of pages including cover sheet, attachments, and documents: 4

USPTO Fax Number for New Assignments (571) 273-0140

CH 5-10 00 100000 10/07/05

ASSIGNMENT AND AGREEMENT

WHEREAS, Vladimir **SABETSKY** of Piskarevsky Prospekt 10, q.320, 105221 Saint-Petersburg, Russia; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **NOVEL DELIVERY SYSTEM FOR DRUG AND CELL THERAPY** (Atty. Dkt. No. 028093-0103) for which a provisional application for United States Letters Patent was filed on May 5, 2003 as Application No. 60/467,601; and

WHEREAS, **THE TECHNOLOGY DEVELOPMENT COMPANY Ltd.**, a Bermuda corporation (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

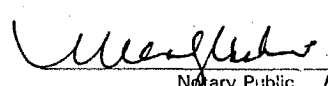
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Executed this 19 day of February, 2004


VLADIMIR SABETSKY

State of DISTRICT OF COLUMBIA
County of _____) ss.

On this 19TH day of FEBRUARY, 2004, before me, a notary public in and for said county, appeared Vladimir SABETSKY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.


Notary Public WENDY HUBER

My Commission Expires: _____

(Seal)

My Commission Expires

My Commission Expires
August 14, 2008

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UNITED STATES PATENT AND TRADEMARK OFFICE

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ALSTON & BIRD LLP
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MAIL STOP: ASSIGNMENT SERVICES DIVISION, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/05/2005

REEL/FRAME: 016616/0119
NUMBER OF PAGES: 3BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: 049934.289952

ASSIGNOR:

SABETSKY, VLADIMIR

DOC DATE: 02/19/2004

ASSIGNEE:

THE TECHNOLOGY DEVELOPMENT COMPANY
LTD. (TTDC)
31 CHURCH STREET
REID HOUSE
HAMILTON HM FX, BERMUDA

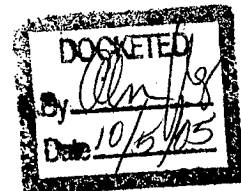
SERIAL NUMBER: 60451245

FILING DATE: 03/04/2003

PATENT NUMBER:

ISSUE DATE:

TITLE: BIOCOMPATIBLE IMPLANT AND METHOD FOR MANUFACTURE THEREOF



P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspto.gov

OCT-05-2005 08:20 FROM:ALSTON & BIRD

404 881 7777

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To the Director of the Patent and Trademark Office: Please record the attached documents or the new address(es) below.		Attorney Dkt. No.: 049934.289952	
1. Name of conveying party(ies): Vladimir Sabentsev Additional name(s) of conveying party(ies) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		2. Name and address of receiving party(ies): The Technology Development Company Ltd. (TTDC) Roid House 31 Church Street Hamilton HM FX Bermuda Additional name(s) & address(es) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
3. Nature of conveyance/ Execution Date(s): Execution Date(s) February 19, 2004 <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____			
4. Application or patent number(s): A. Patent Application No.(s) 60/451,245 B. Patent No.(s) <input type="checkbox"/> This document is being filed together with a new application. Additional numbers attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
5. Name and address of party to whom correspondence concerning document should be mailed: ALSTON & BIRD LLP Bank of America Plaza 101 South Tryon Street, Suite 4000 Charlotte, NC 28280-4000		6. Total number of applications and patents involved: 1	
		7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> None required (government interest not affecting title)	
		8. Deposit account number: 16-0605	
DO NOT USE THIS SPACE			
9. Statement and signature: To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Cynthia V. Hall Name of Person Signing: Cynthia V. Hall Reg. No. 56,544 3/5/2005 Date Total number of pages including cover sheet, attachments, and documents: 1			
USPTO Fax Number for New Assignments (703) 306-5995			

 60451245
 ALSTON - 160505 - 60451245

ASSIGNMENT AND AGREEMENT

WHEREAS, Vladimir SABETSKY of Piskarevsky Prospekt 10, q.320, 105221, Saint-Petersburg, Russia; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **BIOCOMPATIBLE IMPLANT AND METHOD FOR MANUFACTURE THEREOF** (Atty. Dkt. No. 028093-0102) for which a provisional application for United States Letters Patent was filed on March 4, 2003 as Application No. 60/451,245; and

WHEREAS, THE TECHNOLOGY DEVELOPMENT COMPANY Ltd., a Bermuda corporation (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

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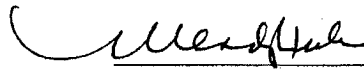
Executed this 19 day of February, 2004.



VLADIMIR SABETSKY

State of DISTRICT OF COLUMBIA
County of _____ ss.

On this 19th day of FEBRUARY, 2004, before me, a notary public in and for said county, appeared Vladimir SABETSKY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Notary Public WENDY HUBER

(Seal)

My Commission Expires: _____

**My Commission Expires
August 14, 2008**

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RECORDATION DATE: 08/05/2005

REEL/FRAME: 016616/0053
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

SABETSKY, VLADIMIR

DOC DATE: 02/19/2004

ASSIGNEE:

TECHNOLOGY DEVELOPMENT COMPANY
LTD., THE (TTDC)
REID HOUSE
31 CHURCH STREET
HAMILTON HM PX, BERMUDA

SERIAL NUMBER: 60469017

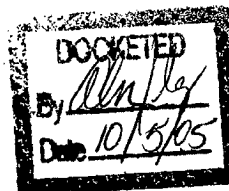
FILING DATE: 05/09/2003

PATENT NUMBER:

ISSUE DATE:

TITLE: NOVEL DELIVERY SYSTEM FOR DRUG AND CELL THERAPY

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ASSIGNMENT DIVISION
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3. Nature of conveyance/ Execution Date(s): Execution Date(s) February 19, 2004 <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 5424, Confirmatory License <input type="checkbox"/> Other _____			
4. Application or patent number(s): A. Patent Application No.(s) 60/469,017 B. Patent No.(s) <input type="checkbox"/> This document is being filed together with a new application. Additional numbers attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
5. Name and address of party to whom correspondence concerning document should be mailed: ALSTON & BIRD LLP Bank of America Plaza 101 South Tryon Street, Suite 4000 Charlotte, NC 28280-4000		6. Total number of applications and patents involved: 1	
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DO NOT USE THIS SPACE			
9. Statement and signature: To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Cynthia V. Hall Name of Person Signing: Cynthia V. Hall Reg. No. 56,544 8/5/2005 Date Total number of pages including cover sheet, attachments, and documents: 3			
USPTO Fax Number for New Assignments (703) 306-5995			

ASSIGNMENT AND AGREEMENT

WHEREAS, Vladimir SABETSKY of Piskarevsky Prospekt 10, q.320, 105221 Saint-Petersburg, Russia; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **NOVEL DELIVERY SYSTEM FOR DRUG AND CELL THERAPY** (Atty. Dkt. No. 028093-0105) for which a provisional application for United States Letters Patent was filed on May 9, 2003 as Application No. 60/469,017; and

WHEREAS, THE TECHNOLOGY DEVELOPMENT COMPANY Ltd., a Bermuda corporation (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

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Executed this 19 day of February, 2004



VLADIMIR SABETSKY

State of DISTRICT OF COLUMBIA
County of _____)ss.

On this 19TH day of FEBRUARY, 2004, before me, a notary public in and for said county, appeared Vladimir SABETSKY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Notary Public WENDY HUBEN

My Commission Expires: _____

(Seal)

**My Commission Expires
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ALSTON & BIRD LLP
BANK OF AMERICA PLAZA
101 SOUTH TRYON STREET, SUITE 4000
CHARLOTTE, NC 28280-4000**UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 08/05/2005

REEL/FRAME: 016616/0019
NUMBER OF PAGES: 3BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: 049934.289940

ASSIGNOR:

SABETSKY, VLADIMIR

DOC DATE: 02/19/2004

ASSIGNEE:

TECHNOLOGY DEVELOPMENT COMPANY
LTD. (TTDC)
31 CHURCH STREET
REID HOUSE
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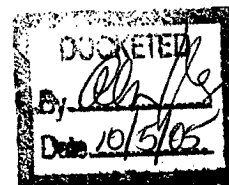
SERIAL NUMBER: 60495097

FILING DATE: 08/15/2003

PATENT NUMBER:

ISSUE DATE:

TITLE: NOVEL DELIVERY SYSTEM FOR DRUG AND CELL THERAPY



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To the Director of the Patent and Trademark Office: Please record the attached documents or the new address(es) below.		Attorney Dkt. No.: 049934.289940	
1. Name of conveying party(ies): Vladimir Sabetsky		2. Name and address of receiving party(ies): The Technology Development Company Ltd. (TTDC) Reid House 31 Church Street Hamilton HM EX Bermuda	
Additional name(s) of conveying party(ies) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Additional name(s) & address(es) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
3. Nature of conveyance/ Execution Date(s): Execution Date(s) <u>February 19, 2004</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____			
4. Application or patent number(s): A. Patent Application No.(s) <u>60/495,097</u> <input type="checkbox"/> This document is being filed together with a new application.		B. Patent No.(s) Additional numbers attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
5. Name and address of party to whom correspondence concerning document should be mailed: ALSTON & BIRD LLP Bank of America Plaza 101 South Tryon Street, Suite 4000 Charlotte, NC 28280-4000		6. Total number of applications and patents involved: 1	
		7. Total fee (37 CFR 1.21(b) & 3.41) \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> None required (government interest not affecting title)	
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9. Statement and signature: To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  Name of Person Signing: Cynthia V. Hall Reg. No. 56344			
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ASSIGNMENT AND AGREEMENT

WHEREAS, Vladimir **SABETSKY** of Piskarevsky Prospekt 10, q.320, 105221 Saint-Petersburg, Russia; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **NOVEL DELIVERY SYSTEM FOR DRUG AND CELL THERAPY** (Atty. Dkt. No. 028093-0106) for which a provisional application for United States Letters Patent was filed on August 15, 2003 as Application No. 60/495,097; and

WHEREAS, **THE TECHNOLOGY DEVELOPMENT COMPANY Ltd.**, a Bermuda corporation (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.


ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 19 day of February, 2004


VLADIMIR SABETSKY

State of DISTRICT OF COLUMBIA
County of _____) ss.

On this 19TH day of FEBRUARY, 2004, before me, a notary public in and for said county, appeared Vladimir SABETSKY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.


Notary Public WENDY HUBER

My Commission Expires: _____

(Seal)

**My Commission Expires
August 14, 2008**